## SUBORDINATION AGREEMENT

STATE OF ALABAMA COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned is the owner and holder of that certain indebtedness secured by a mortgage executed on the 7th day of November, 2008, by Lesley T Drescher, aka L Taylor Drescher & Jonathan Christopher Drescher, in favor of Superior Bank in the amount of \$57,000.00. Said mortgage is recorded in the Probate Office of Shelby County, Alabama, at Instrument No. 20081126000450410 and is made a part hereof by reference:

That on the day of May, 2016, Lesley T Drescher, aka L Taylor Drescher & Jonathan Christopher Drescher will execute a mortgage in favor of Regions Bank d/b/a Regions Mortgage, (Regions), in the amount of \$331,500.00. The undersigned has agreed to subordinate their indebtedness and the Mortgage aforesaid to the said Regions Mortgage thereunder.

Therefore, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned, for **Cadence Bank**, **successor to Superior Bank**, its legal representatives, successors and assigns does hereby covenant, consent and agree the said Mortgagee, their legal representatives, successors and assigns that the aforesaid indebtedness, Mortgage and liens held by the undersigned are and shall continue to be subject and subordinate to that certain Regions Mortgage mentioned above.

The undersigned further agrees that any sale of said land under and by virtue of said mortgage, whether by judicial proceedings, public auction and outcry, or private sale, shall be made expressly subject to the aforesaid Regions Mortgage.

This agreement and subordination shall in no wise affect or impair the rights of the undersigned or its legal representatives, successors or assigns, to hold, foreclose or sell under said mortgage or lien in any manner prescribed by contract or law, all of the lands, hereditaments and appurtenances and estates therein, save and except the rights, titles, estates and privileges of the said Mortgagee under said Regions Mortgage; any renewals or extensions of said lien and any foreclosures or sales of said lands or any part thereof under the aforesaid liens shall expressly except and be subject to the said Regions Mortgage, any extensions thereof, and Mortgagee's rights thereunder.

This agreement shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

Witness my signature this the  $\sqrt{2}$  day of  $\sqrt{2016}$ .

Cadence Bank, successor to Superior Bank

/ It's: \

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STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, in and for said County in said State, hereby certify that

whose name as

Cadence Bank, successor to Superior Bank, is signed to the forgoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Company on the same bears date.

Notary Public

My Commission expires:  $9^{-6}/7$ 

Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
05/31/2016 04:13:06 PM
\$17.00 CHERRY

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